REACH
40,000
LAW ENFORCEMENT
PROFESSIONALS!

NTOA MEDIA KIT

National Tactical Officers Association • 800-279-9127 • www.ntoa.org

ABOUT NTOA

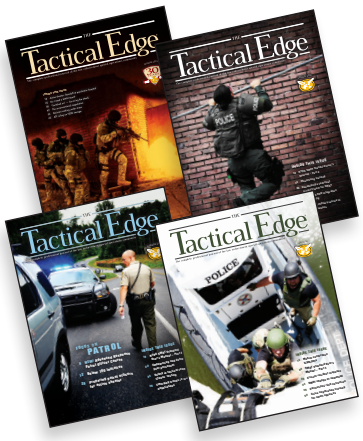
NTOA Overview

The NTOA was established in 1983 as a resource for law enforcement professionals responsible for the response and resolution of critical incidents. Today, NTOA is the leading non-profit association dedicated to the advancement of the law enforcement profession throughout the world.

THE MARKET FOR SWAT AND FIRST RESPONDER INFORMATION IS HOT!

Current events can drive the market and recent incidents have created a vital need for sound, cutting-edge tactics and solutions for law enforcement. Our publications are only available to paid members of NTOA.

What does this mean to you, the advertiser? Because our members have paid for their publication, they look forward to receiving each issue, and they read it cover to cover! And because we are widely considered the leading national professional journal for law enforcement first responders, our members tell us they save each issue for future reference!



The Tactical Edge

Widely considered the leading authority in tactical operations information, The Tactical Edge reaches approximately 40,000 law enforcement officers from more than 8,000 agencies and divisions. For more than 30 years, our award-winning journal has been on the forefront of law enforcement publications, featuring lifesaving information from a legion of seasoned experts. Articles focus on current tactical and patrol topics as well as a section on crisis negotiation.

Place your company's message in our highly-esteemed publication and become a part of the trustworthy image NTOA imparts through publishing training and library resources.

NTOA Conference Show Guide

The NTOA's annual tactical conference is attended by approximately 1,000 law enforcement officers and features a spectacular two-day trade show. Select vendors are featured in color advertisements in the 50-page show guide received by all students, instructors and vendors.

PARTNER WITH NTOA AND GET RESULTS!

NTOA Advertising and Sponsorship Policy for Training Organizations

NTOA has seen a dramatic increase in the number of companies and training organizations requesting corporate sponsorship and advertising space in The Tactical Edge journal. While many offer a credible training program to the law enforcement community, there are companies and organizations that have provided less than acceptable or even unsafe training.

The NTOA is concerned about the NTOA "implied endorsement" of these training companies when they appear in The Tactical Edge. Therefore, the NTOA has implemented updated advertising and sponsorship requirements for training organizations.

The NTOA reserves the right to reject any advertisement which promotes training classes that directly compete with NTOA training. In addition, approved training organizations are permitted only one half page of advertising per issue, pending approval of NTOA executive director.

In order to be considered for advertising and sponsorship, a training organization must be recommended by two NTOA board members or a section chair. In addition, the following conditions must be met:

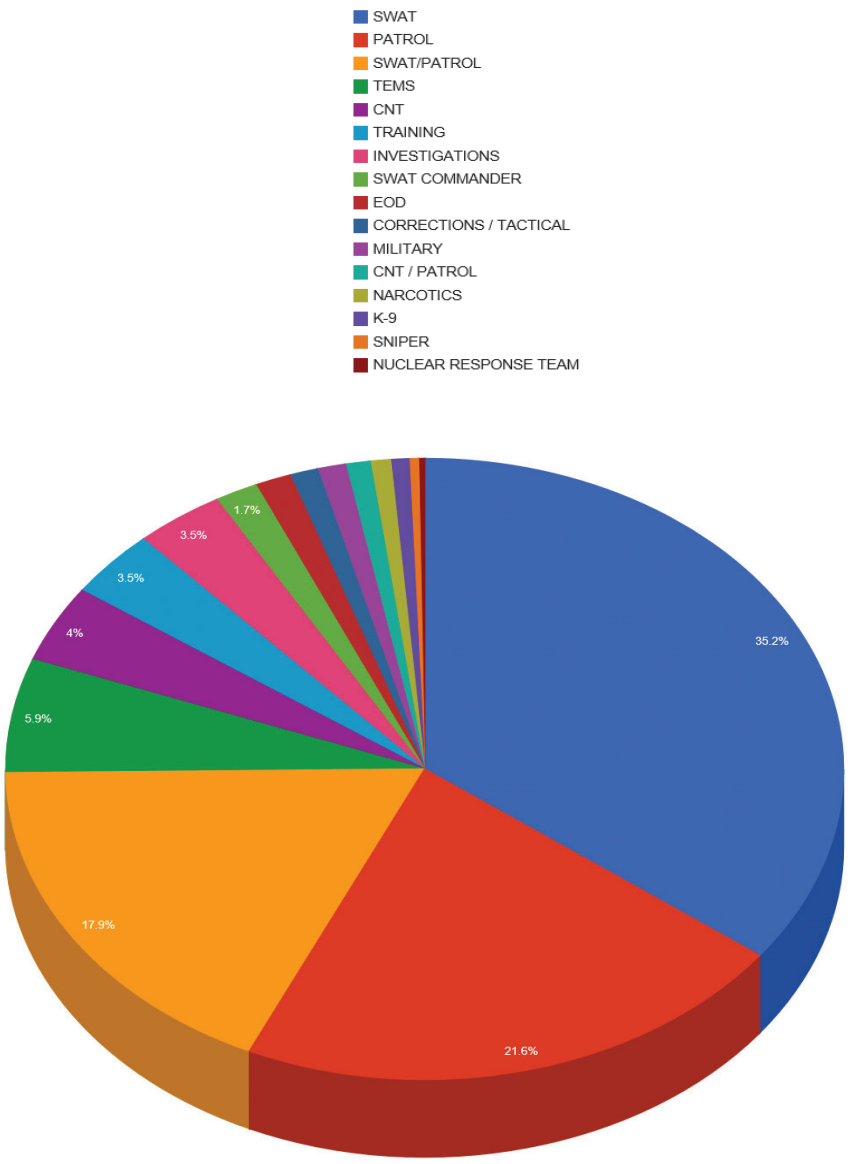
The company will provide NTOA with:

1. Company overview (500 words or less) listing services and training courses.
2. Business structure, sole proprietorship, partnership, corporation type.
3. Business experience serving the law enforcement community.
4. Three letters of reference from agencies that your company has trained.
5. List of business owners, names, business addresses and telephone numbers.
6. If a corporation or non-profit, list of names and addresses of board of directors.
7. For non-profit organizations, a copy of the IRS non-profit exemption letter indicating type of non-profit, and also a copy of the organization's bylaws.
8. Names of instructors and a listing of their background, training, experience and qualifications.

All information should be mailed to:
NTOA Advertising
PO Box 797
Doylestown, PA 18901

THE TACTICAL EDGE REACHES APPROXIMATELY 40,000 OFFICERS IN MORE THAN 8,000 LAW ENFORCEMENT AGENCIES AND DIVISIONS IN THE U.S. AND AROUND THE WORLD.

NTOA membership breakdown



AD SPECIFICATIONS

Please use the specifications below and on page 5 when submitting advertising for The Tactical Edge and the Conference Show Guide.

DESIGN SERVICES

The NTOA can design your ad or insert for a charge of $125 per hour. For more information, email amandamartin@ntoa.org.

DIGITAL REQUIREMENTS

File format - PDF

We ONLY accept digital ads created with the following programs: QuarkXPress, InDesign, Illustrator and Photoshop.

All graphics/images should be converted to CMYK and MUST be saved at 300dpi.

Be sure to flatten all artwork, and save text to outlines. Embed all fonts and images when creating PDF files.

PDF files must be created in Adobe Acrobat.

Additional charges

A minimum fee of $60 will be charged for any artwork received that requires alterations. You will be notified before any alterations are made.

AD SUBMISSION:

Email artwork:

ntoaadvertising@ntoa.org
We can accept files up to 10 MB.

Mail artwork and proofs:

NTOA Advertising
PO Box 797
Doylestown, PA 18901

FTP upload:

ftp://ntoa.org
User Name: advertiser
Password: ntoaads
We recommend using an FTP program and not Internet Explorer.

Fax insertion order:

NTOA Advertising
215-230-1807 or 215-230-7552
Attn: Corey Luby

Commission

We do not offer commission on any advertisement. All rates are net.

QUESTIONS?

Advertising

Corey Luby
ntoaadvertising@ntoa.org
800-279-9127, ext. 120

Graphics

Amanda Martin
amandamartin@ntoa.org
800-279-9127, ext. 123

Editorial

Mary Heins
maryheins@ntoa.org
800-279-9127, ext. 113

Advertising Terms and Conditions

Thank you for choosing to advertise with the NTOA. By placing an advertisement in an NTOA publication, you are bound by the following terms and conditions.

1. All artwork must be accompanied by a match print or laser output. Without a hard copy of the ad, NTOA cannot be held responsible for the outcome of the ad. This includes any artwork that is emailed to NTOA.

2. New advertisers must prepay first ad — no exceptions.

3. No cancellations can be accepted after the materials deadline date.

4. All advertising charges are due from contract signee 30 days from invoice date (net 30).

5. All advertising invoices "Past Due" will be subject to a 1.5% interest fee.

6. No new advertising will be accepted if an advertiser has an outstanding balance over 45 days.

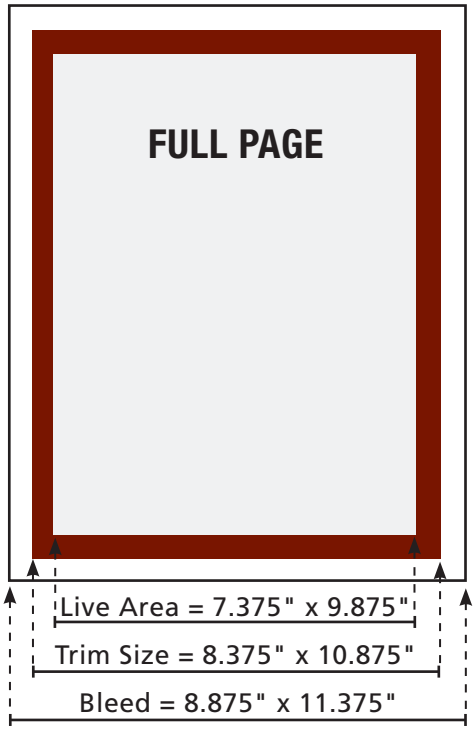
7. The ad tear-sheet and one complimentary copy of The Tactical Edge magazine will be mailed to the advertiser on the publishing date. Materials contained in The Tactical Edge are law enforcement sensitive.

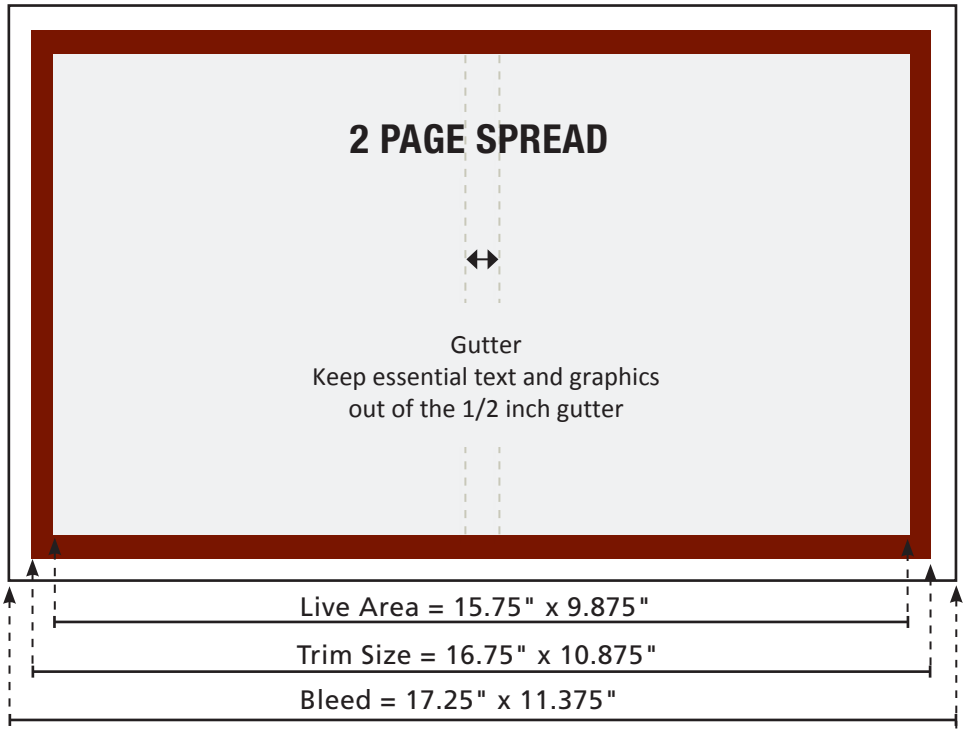
8. The NTOA reserves the right to reject any advertising deemed unacceptable. New advertisers will provide company information to the NTOA before ad space is reserved.

9. Materials submitted to the NTOA for publication become the property of the NTOA and will not be returned.

NTOA does not offer commission on any advertisement due to our non-profit status. All rates are net.

AD SIZES

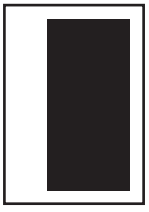



2 PAGE SPREAD
Gutter
Keep essential text and graphics
out of the 1/2 inch gutter
Live Area = 15.75" x 9.875"
Trim Size = 16.75" x 10.875"
Bleed = 17.25" x 11.375"

Full Page with Bleed | No Bleed

Full Page with Bleed:
Live Area: 7.375" x 9.875"
Trim: 8.375" x 10.875"
Bleed: 8.875" x 11.375"

Full Page - no Bleed:
Ad Size: 7.375" x 9.875"

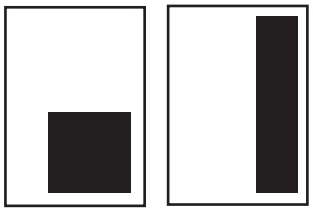


2/3 Vertical

2/3 Vertical:
Ad Size: 4.875" x 9.875"

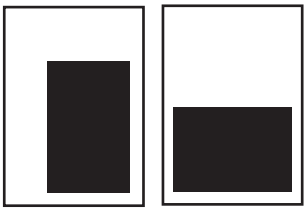
2 Page Spread

2 Page Spread:
Live Area: 15.75" x 9.875"
Trim: 16.75" x 10.875"
Bleed: 17.25" x 11.375"



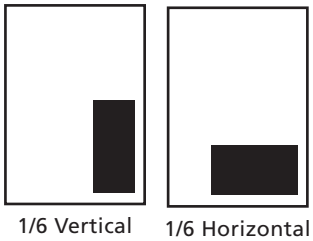
1/3 square | 1/3 Vertical

1/3 Page:
Square: 4.875" x 4.875"
Vertical: 2.33" x 9.875"



1/2 Island | 1/2 Horizontal

1/2 Page:
Island: 4.875" x 7.375"
Horizontal: 7.375" x 4.875"



1/6 Vertical | 1/6 Horizontal

1/6 Page:
Vertical: 2.33" x 4.875"
Horizontal: 4.875" x 2.33"

THE TACTICAL EDGE RATES PER ISSUE			
AD SIZE	**1x color**	**2x Color**	**3-4x Color**
Two-page Spread	$3,500	$3,300	$3,000
Full Page	$1,900	$1,750	$1,650
2/3 Vertical	$1,625	$1,500	$1,350
1/2 Island or Horizontal	$1,400	$1,300	$1,150
1/3 Square or Vertical	$1,100	$975	$875
1/6 Vertical or Horizontal	$850	$775	$700
Page 1 - Full Page			$2,300 (4x only)
Cover 2 - Full Page			$2,500 (4x only)
Cover 3 - Full Page			$2,300 (4x only)
Cover 4 - Full Page			$2,800 (4x only)

Annual Conference Show Guide Rates	
AD SIZE	**Color Only**
Two-page Spread	$1,525
Full Page	$900
1/2 Horizontal	$700
Cover 2 - Full Page	$1,200
Cover 3 - Full Page	$1,050
Cover 4 - Full Page	$1,400
Insert in the Conference Bag	$650

DEADLINE DATES			
ISSUE	**AD SPACE**	**AD MATERIALS DUE**	**PUBLISH DATES**
The Tactical Edge			
WINTER	Nov. 15	Nov. 25	FEB. 15
SPRING	Feb. 15	Feb. 25	MAY 15
SUMMER	May 15	May 25	AUG. 15
FALL	Aug. 15	Aug. 25	NOV. 15
Conference Show Guide			
ANNUAL	June 15	June 25	Distributed at Conference

AD INSERTION ORDER

Company name _____ Company representative _____

Address _____

City _____ State _____ Zip _____

Send invoice to (Name) _____

Address _____

Phone _____ Fax _____

Email _____ Purchase order number _____

PLEASE CHECK BOX FOR ISSUE/AD SIZE & SIGN SECTION BELOW (See pages 4 & 5 for ad specifications & sizes.)

The Tactical Edge						
	AD Size	**1x Color**	**2x Color**	**3-4x Color**	**AD Cost**	**AD Due**
❑ The Tactical Edge - Winter	❑ Two-page Spread	$3,500	$3,300	$3,000		Nov. 25
❑ The Tactical Edge - Spring	❑ Full Page	$1,900	$1,750	$1,650		Feb. 25
❑ The Tactical Edge - Summer	❑ 2/3 Vertical	$1,625	$1,500	$1,350		May 25
❑ The Tactical Edge - Fall	❑ 1/2 Island or Horizontal	$1,400	$1,300	$1,150		Aug. 25
	❑ 1/3 Square or Vertical	$1,100	$975	$875		
	❑ 1/6 Vertical or Horizontal	$850	$775	$700		
	❑ Page 1 - Full Page			$2,300 (4x only)		
	❑ Cover 2 - Full Page			$2,500 (4x only)		
	❑ Cover 3 - Full Page			$2,300 (4x only)		
	❑ Cover 4 - Full Page			$2,800 (4x only)		
					AD Total $ _____	

Annual Conference Show Guide				
Ad Size	**Color Only**	**Ad Cost**	**AD Total**	**AD Due**
❑ Two-page Spread	4x Color	$1,525	$	June 25
❑ Full Page	4x Color	$900	$	June 25
❑ 1/2 Horizontal	4x Color	$700	$	June 25

NTOA Advertising Representative: 800-279-9127, ext. 120

All items and conditions noted in the enclosed "Advertising and Billing Policy" are a part of this contract and are agreed to by the Contract Signee. **We do not offer commission on any advertisement due to our non-profit status. (Representing ad agencies must abide by the net 30 provision).**

Print Advertiser Representative Name **Signature Advertiser Representative** **Date**

eNEWSLETTER ADVERTISING

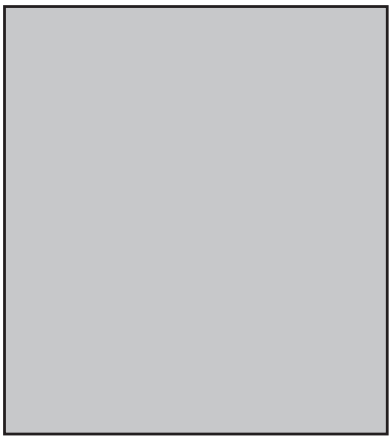
NTOA eNEWSLETTERS ARE EMAILED TO MORE THAN 40,000 LAW ENFORCEMENT PROFESSIONALS

The first few issues will offer four advertising spots. The available sizes and rates are as follows:

Top Banner, 600px X 75px ($2,050) | Bottom Banner 600px X 75px ($1,640)

215px X 100px ($820)

215px X 240px ($1,435)



These eNewsletters will be sent to our membership list and law enforcement contacts eight times per year. At times, there may be some special eNewsletters distributed, and we will be sure to let you know if there are advertising opportunities available in those as well.

Please contact our Marketing Director at 800-279-9127, ext. 120 as this limited space will fill quickly.

DEADLINE DATES		
BANNER AD SPACE	**BANNER AD MATERIALS**	**PUBLISH DATES**
January 5	January 10	January 15
February 5	February 10	February 15
April 5	April 10	April 15
May 5	May 10	May 15
July 5	July 10	July 15
August 5	August 10	August 15
October 5	October 10	October 15
November 5	November 10	November 15

NEW advertising opportunity in the Member section of our website! Space is limited, so please contact our Marketing/Advertising department at 800-279-9127 or ntoaadvertising@ntoa.org

eNEWSLETTER ADVERTISING CONTRACT

Contact Information

Company Name:	
Contact Name:	
Address:	
City, St, Zip:	
Phone/Fax:	
Email:	

Ad Size	Cost	Ad Size	Cost
☐ 215px X 100px	$840	☐ Top Banner (1)	$2,050
☐ 215px X 240px	$1,435	☐ Bottom Banner (1)	$1,640

Number of eNewsletter issues ad to be placed in:

1/15	2/15	4/15	5/15	7/15	8/15	10/15	11/15

Total Charge:	

Specifications: Format file: .jpg, .png or .gif (Please email ads to: ntoaadvertising@ntoa.org)

Ad URL:	

Payment:

[ ] Check	[ ] Visa	[ ] MasterCard	[ ] American Express
Card Number:			
Card holder name:		Card Code:	Exp Date:
Billing Address:			
Cardholder Signature:			

WHEN YOU BECOME A CORPORATE SPONSOR OR ADVERTISE WITH NTOA, YOU ARE JOINING FORCES WITH THE LEADING LAW ENFORCEMENT ASSOCIATION WORLDWIDE!

We connect you to dedicated and experienced law enforcement officers in the field who rely on the most progressive products and services available on the market to help them do their jobs safely and effectively.

CORPORATE SPONSORSHIP LEVELS:

1) Premier
2) Platinum
3) Gold
4) Silver

GENERAL BENEFITS FOR ALL LEVELS OF SPONSORSHIP:

- Receive a quarterly copy of The Tactical Edge
- Direct emails to our members from NTOA headquarters
- Authorization to mention your NTOA corporate sponsorship in advertising and use NTOA logo
- Discounted or free vendor booths (see sponsorships)
- Discounted or free advertising
- Special rates for Member Tested and Recommended Program (see page 13)
- Sponsorship recognition in The Tactical Edge journal
- Place your company logo on the sponsor page of the NTOA website
- Complimentary banner ads

PREMIER SPONSOR – $25,000 or more

Premier benefits:

- Two complimentary booths at the NTOA Annual Conference
- One free full-page color ad in The Tactical Edge magazine
- One free half-page color ad in the annual conference show guide
- Advertising discounts at 20% off standard rate
- Submit 12 products under the NTOA Member Tested Program and incur no testing fees
- Six direct emails to members
- Four complimentary banner ads (215 x 100)

PLATINUM SPONSOR – $10,000 minimum

Platinum benefits:

- One complimentary booth at the NTOA Annual Conference
- One free full-page color ad in The Tactical Edge magazine
- Advertising discounts at 15% off standard rate
- Submit up to eight products under the NTOA Member Tested Program and incur no testing fees
- Four direct emails to members
- Two complimentary banner ads (215 x 100)

GOLD SPONSOR – $5,000 minimum

Gold benefits:

- One complimentary standard booth at the NTOA Annual Conference
- One free color half-page ad in The Tactical Edge magazine
- Advertising discounts at 10% off standard rate
- Submit up to six products under the NTOA Member Tested Program and incur no testing fees
- Two direct emails to members
- One complimentary banner ad (215 x 100)

SILVER SPONSOR – $2,500 minimum

Silver benefits:

- One discounted standard booth at the NTOA annual conference
- One free 1/3-page color ad in The Tactical Edge magazine
- Advertising discounts at 5% off standard rate
- Submit up to four products under the NTOA Member Tested Program and incur no testing fees
- One direct email to members

SPONSORSHIP GUIDELINES

Use of the NTOA name logo

Sponsorship includes the right to include the NTOA name and sponsor level logo on advertising materials. The NTOA logo can only be used if your company is an NTOA Corporate Sponsor. Only the following quotes may be used by sponsors:*

PREMIER SPONSOR

1. **"Proud Sponsors of NTOA"**
2. **"Sponsors of NTOA"**
3. **"NTOA Sponsor"**
4. **"Supporter of NTOA"**
5. **"(Company Name) sponsors NTOA"**

*The right to use any NTOA logos expires one year from the start date of the sponsorship agreement if not renewed.

Use of quotes from The Tactical Edge

All material printed in The Tactical Edge is the property of the NTOA. Quotes and phrases may be used with written consent of the Executive Director or Editor prior to publication. Quotes must be used in their entirety. References to The Tactical Edge must include the publication issue and year.

Distribution of NTOA materials

Participation in the sponsor program requests that the sponsor distribute NTOA membership, conferences and other NTOA materials through the sponsor's active mailing list.

Conditions of the Corporate Sponsor Program

- Participation in the NTOA sponsorship program is at the absolute discretion of the NTOA management and board of directors, which reserve the right to decline participation to any applicant.
- The rights and benefits of sponsorship terminate one year from when the sponsor is accepted to the NTOA sponsorship program unless specifically extended, in writing, by the NTOA. Upon expiration, termination or non-renewal, all rights to use of NTOA marks or other indicia of sponsorship which arise out of the sponsorship program shall immediately terminate and the sponsor shall cease use of same immediately.
- The NTOA reserves the right to discontinue manufacturer's participation in the sponsor program and all rights appurtenant thereto, including all references to NTOA sponsorship and marks, in the event that NTOA management and board of directors believe, in their ultimate discretion, that the continued relationship is not in the best interest of NTOA.

NTOA is a 501(c)3 charitable organization. We can provide a tax deduction receipt for sponsorship monies. Training organizations are not eligible for corporate sponsorship unless all guidelines listed on page 3 are met.

The NTOA sponsorship program is renewed on an annual basis. The sponsor may utilize benefits, including the NTOA mark, only for the year in which the sponsorship is applicable.

PLEASE CIRCLE SPONSOR LEVEL:

PREMIER PLATINUM GOLD SILVER

(Please print and return with payment.)

Company Name _____

Contact Name _____

Address _____

City _____ State_____Zip_____ _____

Country_____

Phone _____ Fax _____

Email _____ Website _____

Product Line/Service_____

Payable in U.S. funds only to NTOA. Use credit card, check or money order. Mail or Fax application to:

NTOA
Attn: Sponsorships
P.O. Box 797, Doylestown, PA 18901
Fax: 215.230.1807 Ph: 800-279-9127, ext. 120

TOTAL AMOUNT

$ _____

Check or Money order number _____

____VISA ____MasterCard ____ American Express

Card # _____

Expiration Date_____ Card Code ___ ___ ___ ___

Card Holder_____

Billing Address (if different than above) _____

City_____State_____ Zip_____

Signature of Card Holder _____

Email receipt to: _____

NTOA Use Only _____

Check # _____Date_____

ABOUT THE MEMBER TESTED AND RECOMMENDED PROGRAM

This program is designed to provide law enforcement product manufacturers with a process by which their products can be field tested by the law enforcement community. The program will assist the law enforcement community by publishing the tester's results on a given product. Member Tested Program field test results do not constitute an endorsement of any product on the part of the NTOA as an organization or entity. The Member Tested Program reports information obtained from individuals engaged in law enforcement activities. The NTOA as an organization does not independently verify the information submitted by field testers nor does the NTOA verify the representations and warranties of product manufacturers.

How the Program works

A manufacturer MUST provide the NTOA with 2-4 samples of a product. The NTOA selects an active tactical team member to test the product (field tester). Field testers will be required to test the product and complete a product review form within 45 days of receiving the product. Products will be tested and scored on a scale of 0 to 5 in 13 possible categories.

Rating Scale

5.....EXCELLENT Defined as a product that performs at a level above advertised specifications and demonstrates its usefulness and quality of workmanship every time it is used and can be used for other purposes.

4.....VERY GOOD Defined as a product that exceeds advertised specifications on a regular basis and outperforms others in usefulness and quality of workmanship.

3.....AVERAGE Defined as a product the meets minimum advertised specifications, has practical use, but does not go above or beyond the scope of quality or usefulness that is expected.

2.....FAIR Defined as a product that has occasional applications and in some situations meets advertised specifications, but overall is not effective.

0 - 1.....POOR Defined as a product that does not meet minimum advertised specifications needed to make the product useful, product does meet any of its practical purposes.

Using the scores given, an average will be taken of each category by the 2 to 4 testers' ratings.

Rating Categories

1. Design
2. Performance
3. Ease of Use
4. Size
5. Quality
6. Durability
7. Storage
8. Versatility
9. Convenience
10. Application for LE
11. Comfort
12. Cleaning/Maint.
13. Accuracy

A product must have the ability to be rated in at least six categories. In addition to the numerical rating, a short written description identifying the advantages and disadvantages of the product must be submitted with the rating sheet.

Products will be tested by at least two field testers to ensure a fair test. If a product has a very specific use, please indicate the use so we can properly place the product with a field tester.

Products that earn a rating of 3.0 or higher will receive NTOA Field Tester Recommended Status and be allowed to attach the NTOA Member Tested & Recommended logo to product materials.

Products that score lower than 3.0 will not receive approval. Test results will be sent to the manufacturer in hopes that improvements can be made to the product. Products can be resubmitted to the program.

There is no guaranty of a particular rating upon submission – NTOA does not control the comments of the field testers.

The NTOA, as an organization, makes no representation as to the product submitted to the program or its use, effectiveness or safety. The only representations and warranties applicable to any particular product are those of the manufacturer.

Fee Structure

- $200 processing fee per product valued under $1,000.
- 15% processing fee per product valued greater than $1,000.

More reasons to submit products for the NTOA Member Tested Program:

Premier Sponsor - may submit 12 products for testing and incur no testing fees.

Platinum Sponsor - may submit up to eight products for testing and incur no testing fees.

Gold Sponsor - may submit up to six products for testing and incur no testing fees.

Silver Sponsor - may submit up to four products for testing and incur no testing fees.

*All manufacturers must send a photo of the item to be included in the Product Review Online Database. Please supply a high-res photo of 300 dpi or better via email to mtrprogram@ntoa.org or mail photo on CD to: NTOA, PO Box 797, Doylestown, PA 18901.

Products will not be returned to the company.

Company name_____ Company representative _____

Address _____

City _____ State _____Zip _____

Phone _____ Fax _____

Email_____Website _____

Name(s) of product(s) submitted _____

Special requirements _____

Is this your first product submission? ___ Yes ___ No Are you an NTOA Sponsor: ___ Yes ___ No

Please indicate sponsor level ___ PREMIER ___ PLATINUM ___ GOLD ___ SILVER

PROCESSING FEES

_____ Number of different products submitted

$ _____ **Program processing fee:** $200 fee per product valued under $1,000. A 15% fee per product valued more than $1,000.

$ _____ **Total amount enclosed**

Pay by Check (to NTOA) or by Credit Card:

Check #_____

____VISA ____MASTER CARD ____AMERICAN EXPRESS

Credit card number _____

Expiration date _____

VISA and Master (add 3 digit code from card back) __ __ __

American Express (add 4 digit code) __ __ __ __

Signature _____

Print name_____

I understand the terms of this program. I have read, filled out completely and signed the Product Submission Form and the Submission Agreement. I would like to have our product(s) tested.

Print name_____

Signature_____

Please mail: Product(s), photo(s) of product(s), payment and product submission form to:
NTOA, Member Tested Program, 4050 Skyron Drive, Suite D1, Doylestown, PA 18902

Please email product(s) photo(s) to mtrprogram@ntoa.org.

Hold harmless and indemnify NTOA against liability – Manufacturers submitting products to the Member Tested Program agree to hold NTOA harmless and indemnify NTOA against any and all damages, including personal injury and/or death, arising out of the testing of the product in the course and scope of the program and reliance by any person or entity upon any and all findings, ratings or comments as to the product by NTOA field-testers.

PRODUCT SUBMISSION AGREEMENT

This Submission Agreement (the "Agreement") made this _____ day of _____ by and between _____ on the first part and The National Tactical Officer's Association, Inc. ("NTOA"), a non-profit organization with its principal place of business at 4050 Skyron Drive, Suite D-1, Doylestown, Pennsylvania 18901.

WHEREAS, the NTOA is the premier national organization of law enforcement personnel engaged in tactical operations; and

WHEREAS, the NTOA has developed a program for independent review of tactical field equipment and products referred to as the "Member Tested and Recommended Program"; and

WHEREAS, the NTOA has developed certain intellectual property, copyrights and trademarks (the "Marks") with respect to the Member Tested and Recommended Program; the use of such Marks is authorized only in conformity with the provisions of this Agreement; and

WHEREAS, Submitter desires to submit a product (the "Product") to the Member Tested and Recommended Program and obtain consent and license from the NTOA to utilize and display the Marks on a non-exclusive basis with respect to the Product; and

WHEREAS, in consideration of the authority to use and display the Marks as provided herein, Submitter agrees to be bound to the provisions of this Agreement to the fullest extent provided by law.

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. Product(s) for Submission. Subject to the terms and conditions of the NTOA Member Tested and Recommended Program, Submitter submits the following Product(s) for field testing:

_____

_____

Only the Product identified in this paragraph shall be field tested pursuant to the terms and conditions of the NTOA Member Tested and Recommended Program. No other product, accessory, attachment or addition shall be subject to field testing, nor shall the Marks be utilized with respect to any such product, accessory, attachment or addition without separate submission of same to the NTOA Member Tested and Recommended Program and separate consent/license to utilize the Marks as prescribed thereby. Submitter shall bear all obligations, costs and expenses associated with such field testing including production of the products submitted to the NTOA Member Tested and Recommended Program, shipping, licensing, fees, letters of authority, regulatory costs and expenses shall be the sole expense and obligation of Submitter. Neither the NTOA nor the individual field tester shall bear any responsibility or obligation with respect to such costs and expenses. Unless subject to agreement at the time of Product Submission, materials submitted to the NTOA or any field tester shall not be returned to Submitter and shall become the property of the NTOA and/or the field tester as the case may be.

2. NTOA Member Tested Procedures. Administration of the NTOA Member Tested and Recommended Program shall be at the sole discretion of the NTOA and shall be subject to procedures developed by the NTOA and/or modified by the NTOA from time to time in the NTOA's absolute discretion. NTOA reserves the right to reject any product from submission to the NTOA Member Tested and Recommended Program for any reason whatsoever.

3. Review/Results. Submitter agrees and acknowledges that the NTOA Member Tested and Recommended Program is designed to assist the law enforcement community by publishing field test results on a product submitted for review. The Member Tested and Recommended Program field test results do not constitute an endorsement of any product on the part of the NTOA as an organization or entity. The Member Tested and Recommended Program reports information obtained from individuals engaged in law enforcement activities. The NTOA as an organization does not independently verify the information submitted by field testers, nor does the NTOA verify the representations or warranties of product manufacturers. The NTOA makes no representation as to any anticipated rating with respect to any product submitted for field testing pursuant to the NTOA Member Tested and Recommended Program. Further, the NTOA does not edit, modify or alter results of field testing as submitted by the field testers. The results and ratings scale as submitted by the field testers is final and non-appealable. However, the NTOA imposes no restriction on a submitter's right to resubmit any particular product with or without modification from the time of original submission in accordance with the terms of the Member Tested and Recommended Program.

4. Non-Exclusive Use of Trademark. Upon completion of field testing, the NTOA may, in accordance with the terms and conditions of the Member Tested and Recommended Program, assign the product submitted to the program the designation "NTOA Field Tester Recommended Status". NTOA Field Tester Recommended Status shall authorize and license the Submitter to utilize the Mark/Marks assigned to the Product by the NTOA. Submitter's right to utilize the Mark assigned to the Product is on a non-exclusive basis and is limited to the Mark assigned to the Product by the NTOA. Submitter shall have no license, right or authority to utilize any other Mark developed or maintained by the NTOA including any Member Tested and Recommended Program Logo or Mark applicable to any preceding or successive year.

The NTOA reserves the right to license and grant authority for use of the same or substantially similar mark to any and all products submitted to field testing pursuant to the Member Tested and Recommended Program and in accordance with the Member Tested and Recommended Program terms and conditions including with respect to products which may be the same or substantially similar to the products submitted pursuant to this Agreement.

5. Termination of License/Authority. License and/or authority to utilize the NTOA Member Tested and Recommended Program Trademark and/or Logo as provided herein may be revoked and/or suspended by the NTOA in the event NTOA management and/or the Board of Directors believes, in its ultimate discretion, that continuation of the Program or the Mark with respect to a particular product is not in the best interest of the NTOA. Further, the authority and/or license to utilize the Mark shall terminate upon any of the following events: (1) change in design or materials of the Product; (2) change in the name of the Product; (3) change in the manufacturing process with respect to the Product; (4) change in the manufacturer of the Product; and (5) bankruptcy, dissolution or change in majority ownership of Submitter. Submitter agrees to notify NTOA of any change in the product, design, name or manufacturing process with respect to the Product within thirty (30) days.

6. Representations and Warranties as to Submitter. Submitter represents and warrants to the NTOA and to the NTOA field testers that Submitter has full right and authority with respect to the Product including full right and authority as to any intellectual property, trademarks, copyrights with respect to the Product submitted to the NTOA Member Tested and Recommended Program pursuant to this Agreement. In addition, Submitter represents and warrants to the NTOA and to the NTOA field testers that Submitter is not aware of any material defect with respect to the Product and that the Product is fit for its intended use.

7. Representations and Warranties of the NTOA. NTOA represents and warrants to the Submitter that the NTOA has full right and authority to license the Mark on a non-exclusive basis to Submitter pursuant to the terms and conditions of the NTOA Member Tested and Recommended Program. In addition, NTOA represents and warrants that the NTOA field testers, though not agents, representatives or employees of the NTOA, are engaged in the law enforcement community with practical experience in tactical operations.

8. Indemnification. Submitter shall defend, indemnify and hold NTOA harmless against and from any and all liabilities, losses, claims, damages, costs or expenses, including, without limitation, reasonable attorneys fees and costs of defense that NTOA may incur, suffer or be required to pay by reason of any breach of representation or warranty contained in this Agreement or arising out of or in connection with the Product submitted to the NTOA Member Tested and Recommended Program pursuant to this Agreement including but not limited to claims of bodily injury or death arising out of the use of the Product by any individual or entity including NTOA field testers, regulatory or governmental agencies or subdivisions.

9. Governing Law. The construction, validity and performance of this Agreement shall be governed under the laws of the Commonwealth of Pennsylvania.

10. Jurisdiction. The parties hereto specifically agree that the Court of Common Pleas of Bucks County, Pennsylvania and/or the United Stated District Court for the Eastern District of Pennsylvania shall be the sole and exclusive forum with respect to any claim, dispute or litigation pertaining to this Agreement or the NTOA Member Tested and Recommended Program. To the extent necessary, Submitter specifically agrees and consents to jurisdiction and venue in the Bucks County Court of Common Pleas and/or the United States District Court for the Eastern District of Pennsylvania.

11. Entire Agreement. The parties hereto agree that this Agreement, together with the Product submission form for the Member Tested and Recommended Program constitute the entire Agreement between the parties and that there are no other representations, terms or warranties not set forth herein.

SUBMITTER

By: _____

Name: _____

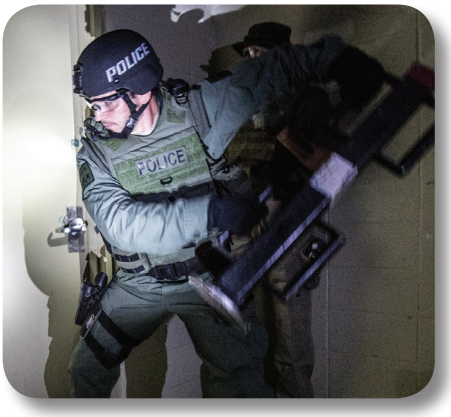
Title: _____

THE NATIONAL TACTICAL OFFICER'S ASSOCIATION, INC.

By: _____

Name: Mark Lomax

Title: Executive Director, NTOA



NTOA MEDIA KIT

National Tactical Officers Association • 800-279-9127 • www.ntoa.org